

IN THE DISTRICT COURT OF WEBSTER COUNTY, NEBRASKA

GEICO GENERAL INSURANCE  
COMPANY,

Plaintiff,

v.

MALCOLM SHAW, DONNA KAY  
RAINBOLT, RAY CURTIS SHAW, PHILLIP  
SHAW, MADONNA REHABILITATION  
HOSPITAL, HASTINGS ANESTHESIOLOGY  
ASSOCIATES, P.C., HASTINGS FIRE AND  
RESCUE, LIFETEAM, BRYAN MEDICAL  
CENTER WEST, THE DEPARTMENT OF  
THE NAVY MEDICAL CARE RECOVERY  
UNIT, MARY LANNING HEALTHCARE,  
THE CENTERS FOR MEDICARE &  
MEDICAID SERVICES AND JOHN DOES  
1-20,

Defendants.

CASE NO. CI 15-\_\_\_\_\_

**COMPLAINT IN INTERPLEADER**

COMES NOW Plaintiff, GEICO General Insurance Company ("GEICO") and offers the following in support of this Complaint in Interpleader:

1. This is a declaratory judgment for Interpleader brought pursuant to Neb. Rev. Stat. 25-302. GEICO seeks to pay its personal injury limits of coverage under a policy of insurance into this Court for safekeeping, while allowing all third parties claiming an interest in said policy proceeds to either maintain or withdraw their claims to such proceeds. GEICO further requests that GEICO, its insured, Cecil Shaw, who was killed in the accident at issue, and his estate, be discharged from any further liability to the Defendants herein upon payment of the interpleaded sums.

## THE PARTIES

2. GEICO is a corporation licensed to do business in the state of Nebraska.
3. Malcolm Shaw is, upon information and belief, a resident of Nebraska, and is the son and personal representative of the Estate of June Marie Shaw.
4. Donna K. Rainbolt is, upon information and belief, a resident of Del City, Oklahoma and is the daughter of June Marie Shaw.
5. Ray Curtis Shaw is, upon information and belief, a resident of San Leandro, California and is the son of June Marie Shaw.
6. Phillip Shaw is, upon information and belief, a resident of Blue Hill, Nebraska, and is the son of June Marie Shaw.
7. Madonna Rehabilitation Hospital is a healthcare facility doing business in Lincoln, Nebraska who, upon information and belief, provided healthcare to June Marie Shaw.
8. Hastings Anesthesiology Associates, P.C. is a healthcare entity doing business in Hastings, Nebraska, upon information and belief, provided healthcare to June Marie Shaw.
9. Hastings Fire and Rescue is an ambulance service doing business in Hastings, Nebraska that, upon information and belief, provided transportation for June Marie Shaw from the site of the motor vehicle accident at issue.
10. LifeTeam is a life flight ambulance service that, upon information and belief, provided air ambulance service to June Marie Shaw on or about November 26, 2013.
11. Bryan Medical Center West is a hospital providing medical services in Lincoln, Nebraska that, upon information and belief, provided medical care to June Marie Shaw arising out of the subject motor vehicle accident.

12. The Department of the Navy Medical Care Recovery Unit is, upon information and belief, an agent or entity of the United States government authorized to collect payments under the Medical Care Recovery Act, 42 U.S.C. §§ 2651 et. seq., and 10 U.S.C. § 1095 who has asserted a subrogation interest in any and all payments issued to June Marie Shaw as set forth in Exhibit A attached hereto.

13. Mary Lanning Healthcare is, upon information and belief, the operator of the Mary Lanning Memorial Hospital in Hastings, Nebraska and provided medical care to June Marie Shaw arising out of the motor vehicle accident of November 26, 2013 and has asserted a lien in regards to that treatment.

14. Centers for Medicare & Medicaid Services has asserted a lien arising out of the medical treatment provided to June Marie Shaw related to the motor vehicle accident of November 26, 2013.

15. John Does 1-20 are unknown providers of medical services to June Marie Shaw arising out of the motor vehicle accident of November 26, 2013 and as further set forth below.

#### **JURISDICTION AND VENUE**

16. Jurisdiction and venue are proper in this court as June Marie Shaw resided in this county and her estate was opened in Webster County, Nebraska.

#### **FACTUAL ALLEGATIONS – THE ACCIDENT**

17. The accident occurred on or about November 26, 2013 in Adams County, Nebraska when a motor vehicle operated by Cecil Shaw, now deceased, left the roadway after Mr. Shaw had a medical issue.

### **FACTUAL ALLEGATIONS – THE POLICY**

18. GEICO provided a policy of insurance for the vehicle being operated by Cecil Shaw that contained personal injury coverage in the amount of \$100,000.00 per person (the “Policy”).

19. During the investigation of the November 26, 2013 accident and the subsequent injuries sustained by June Marie Shaw, the Defendants were identified as individuals potentially having an interest under the Policy and available insurance coverage.

### **REQUEST TO INTERPLEAD INSURANCE COVERAGE**

20. Because of the competing claims submitted by Defendants, GEICO is exposed to multiple competing liabilities for the Policy funds.

21. GEICO, therefore, is willing to offer and hereby does offer the “per accident” Policy limits for personal injury, in the amount of \$100,000.00, conditioned upon a full and complete release of GEICO and its insured, Cecil Shaw, and his estate. GEICO is not colluding with any of the Defendants concerning entitlement to the insurance proceeds and does not bring this action at the request of any Defendant but solely on its own initiative to avoid the cost and expense of multiple lawsuits.

22. GEICO lacks knowledge concerning the respective rights of the various claimants to the foregoing insurance proceeds as well as the respective values of the separate claims and, therefore, cannot determine without exposing itself to further liability, the amounts which should be paid to each interested party and requests to be allowed to interplead the funds so that the Court can determine to whom and in what amounts these funds should be paid.

WHEREFORE, GEICO prays that judgment be entered against Defendants as follows:

1. Releasing and discharging GEICO and its insured, Cecil Shaw, and the Estate of Cecil Shaw, from all liability to any party with respect to personal injuries suffered by June Marie Shaw, and any care and treatment relating thereto.
2. Dismissing GEICO as a party to this action and requiring Defendants to litigate among themselves their respective claims to the benefits payable under the Policy.
3. In joining and restraining Defendants from instituting any proceeding, in this Court or any other court, against GEICO or Cecil Shaw or his Estate with respect to the benefits payable under the Policy; and for
4. Awarding GEICO such additional relief as shall be deemed appropriate under the circumstances.

Dated this 16th day of December, 2015.

GEICO GENERAL INSURANCE  
COMPANY, Plaintiff,

By 

Amy L. Van Horne #22520  
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# RECIPIENT'S MANIFEST

Date: 12/29/2015 Time: 7:32:53AM

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Date Received Range: 12/1/2015-12/29/2015

## RECIPIENT'S MANIFEST

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